

# EXHIBIT A

**ESTEEM MEMBER: SERVICE AGREEMENT**

THIS AGREEMENT is entered into between <Company> (Member) and ChoicePoint Services Inc. (CPS). In consideration of the mutual promises and representations set forth herein, the parties agree as follows:

**I. CPS agrees to provide the following services:**

1. CPS shall maintain a database, which will include theft records and criminal background records (hereinafter the "Esteem Database").
  - a. **Theft records.** Theft records included in the Esteem Database will be compiled from incident reports submitted by members of the Esteem Program ("Participating Companies"), which report thefts committed by the employees or former employees of the Participating Companies, as well as customer shoplifting incidents at Participating Companies. Information from incident reports will only be included in the Esteem Database where the following requirements are met:
    - (i) The incident report involves theft of merchandise, cash or company property with a value of \$5.00 or more;
    - (ii) The person who stole the merchandise, cash or company property is sixteen (16) years old or older on the date of the incident, as reported by the member; and
    - (iii) The incident report is accompanied by a signed admission statement by the person who stole the merchandise, cash or company property, OR the theft is being prosecuted.
  - b. **Criminal records.** Criminal records included in the Esteem Database shall include felony and misdemeanor records CPS compiles from public record searches.
2. Perform all option functions described in Schedule "A".
3. Comply with the Fair Credit Reporting Act when compiling, administering and maintaining the Esteem Database and when sharing information submitted by Member on incident reports.
4. Provide Esteem Awareness materials, consisting of one brochure per employee, one poster and door decal per location.
5. Indemnify and hold harmless Member, its' agents, and employees against all actions, suits, liabilities, settlements, losses, damages, penalties, fines, counsel fees and other expenses arising from third party claims asserted against Member due to the negligence of, or any act of commission or omission by CPS, its' agents or employees in furnishing or sharing of information under this agreement; provided that, Member notify CPS promptly of any claims or suits and reasonably cooperate in its defense at its own expense. CPS shall have the right and duty to conduct at its own cost any defense of Member under this paragraph. Notwithstanding the above, CPS's indemnification obligations under this Agreement shall be limited in the aggregate to One Hundred Thousand Dollars (\$100,000.00) during the term of this Agreement.

**II. Member agrees to the following provisions:**

1. Member hereby acknowledges that the Esteem Database and its contents are and continue to be proprietary and belong solely to CPS. Nothing contained in this Agreement shall be deemed to convey to Member or any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Esteem Database or its contents, including the information contributed by Member.
2. Member agrees that it will use all information received from and knowledge gained from the Esteem Database exclusively in relation to making personnel decisions, including but not limited to, hiring, firing and promotional decisions. Member will not disclose any information or knowledge gained through its use of the Esteem Database to any person who is not involved in the personnel decision. All other requests for information from the Esteem Database, including from the subject employee or applicant, shall be referred to CPS for disclosure. Member shall execute the Esteem Member Certification attached hereto as Schedule D.

3. Pay a Fixed Monthly Fee calculated in accordance with the provisions of Schedule "B" within 15 days after receipt of invoice. The Fixed Monthly Fee will be invoiced at the beginning of each service month (on or around the first day of each month). The Annual Rate Schedule (Schedule "B" Sec III) will remain constant throughout the contract term, however, the number of employees will be adjusted annually sixty days after the end of the Member's fiscal year based on year-end reporting. Any applicable state tax will be the responsibility of the Member.
4. Comply in all respects with the Rules of Participation as set forth in Schedule "C".
5. Recognize that CPS shall have the authority to share, license, use and redistribute Member data to other Members, businesses and institutions.
6. Acknowledge that data provided to Member through the Esteem service shall not be shared licensed or redistributed by Member.
7. CPS shall have the right to reveal the existence of this Agreement and the terms and conditions thereof in any electronic media or in any advertising, publicity release or sales presentation. Further, CPS shall have the right to display Member's name and logo on the Esteem website.
8. Indemnify and hold harmless CPS, its' agents, and employees against all actions, suits, liabilities settlements, losses, damages, penalties, fines, counsel fees and other expenses arising from claims asserted against CPS due to the negligence of, or any act of commission or omission by Member, its' agents or employees in furnishing or sharing of information under this agreement.

### III. Term

The initial term of this agreement is one year. Thereafter, this agreement shall automatically renew on a monthly basis. After the initial term, either party may terminate this agreement, without cause with 30 days written notice of its' intent to terminate. Either party may terminate this agreement if the other materially breaches any representations or obligations contained or referred to in the agreement, provided the non-breaching party gives the breaching party notice of such breach, and there has been a failure to remedy such breach within thirty (30) calendar days after receiving such notice. CPS may transfer or assign this Agreement to any division, corporation or other business entity controlled by or under the common control of CPS or the company's corporate successors or assigns.

#### FOR Client

ATTN: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### FOR CPS

ATTN: General Counsel  
 ChoicePoint Services Inc.  
 1000 Alderman Drive  
 Atlanta, Georgia 30319

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

#### For Client

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

#### CHOICEPOINT SERVICES INC.

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

SCHEDULE "A"

ITEM DESCRIPTION

AMOUNT

NONE\*

\*Optional services, such as Adverse Action Letter preparation, performed by CPS may be listed in this section. If "NONE" are listed, no optional services were selected.

## SCHEDULE "B"

## I. LICENSE and TRAINING FEE:

&lt;Member&gt; . ADMINISTRATIVE LOCATION(S)

City/State

Number of Adm. Locations 1 @ No Charge = No Charge  
 =====

## II. AWARENESS MATERIALS

Generic Awareness Materials are available for all employees, with the cost of the Esteem program. These materials consist of an Employee Brochure, Location Poster and Door Decal. The Awareness Materials are used to inform employees of the consequences of counterproductive work behavior and to foster an ethical work environment.

## III. FIXED MONTHLY FEE

Fixed Monthly Fee all locations: \$xxxx (xxx employees @ \$x.xx divided by 12 mos.)

Number of company locations: xxx

Monthly per location fee = \$xx.xx (fixed monthly fee divided by company locations)

ESTEEM 2002 ANNUAL RATE SCHEDULE  
 (per employee)

NUMBER OF EMPLOYEES	ANNUAL RATE
Monthly Minimum	\$200.00
<2500	\$ 3.50
2,501 - 5,000	\$ 2.50
5,001 - 10,000	\$ 2.05
10,001 - 25,000	\$ 2.00
25,001 - 50,000	\$ 1.95
50,001 - 75,000	\$ 1.90
75,001 - 100,000	\$ 1.85
100,001 - 200,000	\$ 1.70
200,001 - 300,000	\$ 1.50
300,001 - 500,000	\$ 1.25
500,001 +	\$ 1.00

Prices reflect **UNLIMITED** access to the ESTEEM database. Prices include ESTEEM AWARENESS & EDUCATIONAL materials consisting of employee Introduction to ESTEEM Program brochure, a permanent ESTEEM poster per store, and ESTEEM door decal for main entrance(s) per store.

## IV. ROLLOUT PRICING FOR &lt;Member&gt;:

Member will be charged the monthly per location fee for each location activated.

## V. DISCOUNTED CHARTER MEMBER PRICING FOR &lt;Member&gt;

Notwithstanding Section III, above, the monthly per location fee will be frozen at \$xx.xx until xx/xx/xxxx.

## VI. VALUE GUARANTEE:

IF THE ANNUAL BENEFITS (NUMBER OF MATCHES X \$1,000) IS LESS THAN THE ANNUAL FEES PAID, CPS WILL REIMBURSE <MEMBER> FOR THE DIFFERENCE. A MATCH IS DEFINED AS A REPORT TO <MEMBER> WHEN AN APPLICANT HAS AN ELIGIBLE (ACCORDING TO THE RULES OF PARTICIPATION) INCIDENT REPORT IN THE ESTEEM DATABASE OR WHEN CPS CONFIRMS THE

USE OF AN ERRONEOUS SOCIAL SECURITY NUMBER ON THE APPLICATION.

## **SCHEDULE "C"**

### **Rules of Participation**

The Rules of Participation were developed by the Esteem advisory board and are an integral part of each Member's contract. The rules may be amended when advisable and each Member will have the opportunity to accept the changes or cancel existing contractual obligations.

#### **1. Information Eligible for Contribution to Esteem:**

- Contribution may be for employees or consumers who have committed theft of merchandise, cash, or company property.
- Individuals for which an incident report is contributed must be at least sixteen (16) years of age on the date of the incident
- The minimum dollar value for a reported incident is \$5.00.
- All contributions must have a signed admission statement, and/or be referred for criminal legal action.

#### **2. Contributing an Incident to Esteem:**

- Member agrees to contribute an Incident Report within five (5) business days after obtaining the information.
- Member agrees to make a diligent effort to obtain all Incident Report information including a signature of admission and social security number.
- When a signed admission is obtained and not contributed with the Incident Report, a facsimile of the admission statement with the signature will be contributed to Esteem within ten (10) business days from the date of the incident.
- The Esteem database will be updated each business day with new and updated eligible Incident Report information contributed by all Members.
- Member agrees to update or amend any Incident Report information that has previously been contributed the same day the new information becomes known. This includes information on the disposition of a prosecution and any inaccurate or changed information.
- CPS retains the right to delete any information that has been contributed by a Member, provided CPS notifies the Member prior to taking such action.

#### **3. Legal Compliance:**

- CPS and all Members agree to comply with all state and federal legal requirements regarding employment screening.
- All Esteem participating members will have executed:
  - Any state or federally required certification statements
  - A Esteem service agreement containing the Rules of Participation.
  - An acceptance certification to changes to the Rules of Participation (if applicable)

#### **4. Confidentiality**

- Member agrees not to directly contact another Member's interviewer noted on the Incident Report for investigative purposes.

**Revision Date July 18, 2001**

## SCHEDULE "D"

**Esteem<sup>SM</sup> Member Certification**

Pursuant to Sections 604(b) and 604(f) of the Fair Credit Reporting Act, the undersigned Esteem Member ("Member") certifies to the provider of the Esteem service, ChoicePoint Services Inc. ("CPS"), on its own behalf and on behalf of each Member location and affiliate authorized by CPS to access and use the Esteem service (collectively, the "Related Members") that Member and Related Members shall:

1. Obtain and use consumer reports from CPS only for employment purposes and for no other purposes;
2. Make a clear and conspicuous written disclosure to the consumer before any consumer report is obtained from CPS, in a document that consists solely of such disclosure, that a consumer report may be obtained on the consumer for employment purposes;
3. With respect to consumers that are residents of the State of California, make a clear and conspicuous written disclosure to the consumer before any consumer report is obtained from CPS, in a document that consists solely of such disclosure, that an investigative consumer report may be obtained on the consumer for employment purposes regarding the consumer's character, general reputation, personal characteristics, and mode of living. Such notification shall include the name and address of the investigative consumer-reporting agency conducting the investigation, the nature and scope of the investigation requested, and a summary of the provisions of §1786.22 of the California Civil Code.
4. Not obtain a consumer report from CPS without the consumer's prior written authorization to Member and/or Related Members (depending upon the procurer of the report) to obtain such report;
5. Not use information from such consumer report in violation of any federal or state equal opportunity law or regulation; and
6. Before taking any adverse action based in whole or in part on a consumer report from CPS, provide consumer a copy of the report and the Federal Trade Commission prescribed written summary of consumer's rights under the Fair Credit Reporting Act.

Member further certifies to CPS that it has the power and authority to sign this Certification on its own behalf and on behalf of each of the Related Members and by signing below, each of the Related Members has adopted this Certification as if separately signed by each of the Related Members.

Dated and Effective:

Name of Member: \_\_\_\_\_

By: \_\_\_\_\_  
Name of Person Signing

Its: \_\_\_\_\_  
Title of Person Signing



# EXHIBIT B

Enclosures: ChoicePoint Workplace Solutions background report  
Summary of Rights

# EXHIBIT C

ChoicePoint Workplace Solutions  
P.O. Box 49429  
Charlotte, NC 28277  
Phone 800-403-4750  
Fax 800-256-5876

## Esteem Search Results

### Requested by:

225001  
Family Dollar-ES-Unicru  
P.O. Box 1017  
Charlotte NC 29201

Location: 6163  
Subject: GOODE, KEESHA CHANELL  
Created: 5/7/2009  
Request #: EST-48667704  
Ref-Num: 58457994  
6163

### Search Data:

First Name:	Keesha	Address 1:	3215 putter street	Phone #:	2155432745
Middle Name:	Chanell	Address 2:		Business:	
Last Name:	Goode	City:	Philadelphia	License #:	
SSN:	19664XXXX	State:	PA	Zip Code:	19134
DOB:	10/7/1XXXX	County:		Sex:	Race:

### Results:

----- BEGIN ESTEEM INCIDENT -----

Incident ID: 3404112

#### Subject Details:

SSN: 19664XXXX X Match  
Subject Name: Keesha Goode Match  
Subject Alias Name:  
Address: 334 H St  
City, State, Zip: Phila, PA 19134  
Phone: (267) 973-9974  
ID Information: No ID was recorded  
Date of Birth: 10/7/XXXX Match

#### Theft Location Details:

Member: Forman Mills  
Store name: 113  
Location: 113

#### Theft Incident Details:

Admission Status: Verified admission statement  
Legal Action:  
Incident: External  
Type of Offense: Theft of Merchandise  
Incident Date: 10/29/2008  
Theft Amount: \$34.97

----- END ESTEEM INCIDENT -----

FAIR CREDIT REPORTING ACT NOTICE: The information in this report is derived from research in accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI). ChoicePoint Services Inc. cannot act as the guarantor of the information accuracy or completeness. Proper use of this report is governed by the FCRA and is the responsibility of the user.

# EXHIBIT D

*Choice point workplace solutions  
Consumer report Disputes  
P.O. Box 49429  
Charlotte, NC 28277*

*To Whom It May Concern:*

*I am willing to challenge my esteem report and to request a copy of all information about me that choice point has regarding this report. Please send me a copy of my complete choice point's file, including a list of all employers to which you sent esteem reports on me.*

*I have become aware that choice point is issuing Esteem report telling employers that I admitted to theft of merchandise from Forman mills in October 2008. This is not true. Did not steal from them. I was accused of not reporting on a former employee who was stealing merchandise, but I did not steal anything myself.*

*Keesha Goode  
3215 potter street  
Philadelphia, pa 19134  
215-543-2745*

# EXHIBIT E



8/6/2009

Keesha Goode  
3215 POTTER STREET  
PHILADELPHIA, PA 19134

Dear Keesha Goode,

You recently disputed information contained in a background report produced by LexisNexis for an employment or volunteer purpose. We have completed our reinvestigation of the disputed information and have verified that the original information provided on the background report was reported accurately. Therefore, no change has been made to the background report originally produced.

A copy of the report reflecting the current information is enclosed for your records.

Upon your request, LexisNexis will provide you with a description of the procedure used to reinvestigate the disputed information, including the name, address and telephone number to the extent such information is available, of any relevant furnisher(s) of information.

You have a right to add a statement to your file disputing the accuracy or completeness of the information. This statement will be included in future reports if the disputed information is contained therein.

At your request, LexisNexis will notify anyone you specify who received your background report containing the disputed information during the past two years that the information was disputed. LexisNexis will furnish them a copy of your background report showing your statement disputing the accuracy or completeness of the information.

If you have any additional questions regarding this matter, please call our Consumer Center at 866-888-4864 or contact us in writing at:

LexisNexis Consumer Center -- Employment  
P.O. Box 105108  
Atlanta, GA 30348

Thank you for giving us the opportunity to assist you.

Sincerely,

LexisNexis Consumer Center

NOTE: Phone calls to the LexisNexis Consumer Center may be monitored for quality assurance.

LexisNexis and the Knowledge Burst logo are registered trademarks of Reed Elsevier Properties Inc., used under license. Other products and services may be trademarks or registered trademarks of their respective companies. Copyright 2009 LexisNexis Risk & Information Analytics Group Inc. All rights reserved.



# EXHIBIT F

*Lexis Nexis Consumer Center—Employment  
P.O. Box 105108  
Atlanta, GA 30348*

*To Whom It May Concern:*

*I am responding to the letter you sent me, dated 8/6/09 concerning my dispute about my Esteem Report.*

*I previously asked you for all the information you have about me, and told you that my Esteem Report was not accurate. I was fired for not disclosing that I witnessed a theft by a former employee; I was not fired for stealing anything myself. Yet you state in the 8/6/09 letter that you have done some kind of investigation and have concluded that I did, in fact, commit a theft. You offered to tell me about the procedures you filed. Please do that, but also please provide me with copies of whatever information you are relying on. I cannot disprove information without knowing what it is, and where it came from.*

*Keesha Goode  
3215 Potter Street  
Philadelphia, PA 19134  
215-543-2745*

# EXHIBIT G

10/31/2008 13:25 8566657485  
10/29/2008 16:22 12153064610

STORE 113

PAGE 06/13  
PAGE 03/05FORMAN MILLS  
CASE HISTORY

REPORT NUMBER

SL#  
DA# 2  
AD#  
DATE: 10/29/08

Print All Information

Name: Kecsha Greene DOB: [REDACTED] Age: 24Address: 3311 H Street City: Phila State: Pa Zip: 19134SS#: L Phone: 4 D/L or State ID: State: PA #: 94Sex: F Race: Blk Height: 5'2" Weight: 148 Eyes: Bru Hair: Bru Cash on Hand: Date of Hire: 11/10/06First Observed: Front End Apprehended Location: Front End Time: 1:30 pmTime in Office: 1:35 pm Time Out of Office: 3:15 pmDetails of Observations: Subject was hanging up a customer who used to work here when she passed off listed items without scanning it subject then bagged items and gave them to the customer. Cashier was interviewed and admitted that she force bagged subject was processed and released

CLASS	DESCRIPTION	PRICE	QTY	TOTAL
221	Robe	16.99	1	16.99
04230	Ladies Jean	9.99	1	9.99
ME2417	Ladies Top	7.99	1	7.99
GRAND TOTAL				34.97

If more room is needed use attachment form LP06-023

If Juvenile Released to: Relationship:   
(print)  (signature) Adult (Juvenile not released to authorized adult) Time of Release:   
Time Police Called:  Time Police Arrived:  Time Police Departed:   
Officer's Name:  Badge Number:  Department: Comments: Report Completed by: (print) Patricia Williams (signature) [Signature]  
Report Witnessed by: (print) Dantez Carter (signature) [Signature]

LP 05-022 revised 04/18/06

WHITE - CORP

YELLOW - STORE

PINK - POLICE

10/31/2008 13:25 8566667485

PAGE 08/13

10/29/2008 15:22 12153054610

STORE 113

PAGE 05/05

# FORMAN MILLS

## CIVIL PENALTY NOTICE

I, Keshia Coode, have admitted to the theft of cash or merchandise valued at \$ 34.97 from Forman Mills store located at Amesbury Ave, in Providence, RI.

I also hereby acknowledge that my detention on this date was reasonable.

In addition, I understand that this state has passed a law permitting merchants to recover civil monetary damages from me (or a parent or guardian if I am a minor) as a result of this incident. The damages may take into consideration the value of the merchandise, whether or not it was recovered, blemished or non-salable, the costs of security, and any other damages permitted by law.

Furthermore, I understand that I (or a parent or guardian if I am a minor) may be receiving a letter on behalf of Forman Mills, in the near future, to recover these monetary damages. The civil damages assessed are not in any way intended to compromise any criminal action the store may seek as a result of the incident.

SIGNATURE: Keshia Coode DATE: 10-29-08

SIGNATURE: [Signature]  
(Signature of Parent or Guardian of Unemancipated Minor if present)

ADDRESS: 3311 H Street

CITY: Providence STATE: RI ZIP: 01904

PHONE: [Redacted]

WITNESSED: [Signature]

☐ Parents Signed Acknowledgement - Copy Given ☐ Refused to Sign - Copy Given  
☐ Unable to Sign/RESTRAINED - Copy Given ☐ Non-English Speaking - Copy Given  
☐ Parent Verified Address ☐ Witness Verified Address Against Report

10/29/2008 15:22 12153054610

STORE 113

PAGE 04/05

FORMAN MILLS, INC.  
1070 Thomas Busch Memorial Hwy.  
Pennsauken, NJ 08110

## PROMISSORY NOTE

Report #: \_\_\_\_\_ Store #: 113

I, Keesha Goode promise to pay Forman Mills, Inc.  
the sum of \$ 3497 for merchandise, cash, or company  
property that I had taken from Forman Mills during my employment.

Upon signing this note for \$ 3497 I will pay on or before10-31-08

(Enter the Date)

The total amount is due on the date I indicated above and payments will not be accepted,  
the total amount must be paid in full. If the payment is not made by the date I indicated  
above, I understand that Forman Mills may also file suit to enforce the amount due and I  
may be responsible for any costs of said suit. I also understand that the execution of this  
Promissory Note does not preclude Forman Mills from filing criminal/civil charges where  
or when applicable.

Signature: Keesha Goode Date: 10-29-08Name: Keesha Goode

(Print Neatly)

DOB: 10-07-84Address: 3311 H Street

SSA: \_\_\_\_\_

Phone: \_\_\_\_\_

Witness: Mary Horvath

Note: All payments must be made by Certified Check or Money Order and mailed to:

Forman Mills, Inc  
Attention: Loss Prevention  
1070 Thomas Busch Memorial Hwy  
Pennsauken, NJ 08110

LP 05-032 Revised 08/18/06

WHITE - CORP

YELLOW - STORE

PINK - INDIVIDUAL

18/23/2008 15:22 12153054610

STORE 113

PAGE 02/05

**Forman Mills, Inc.  
Loss Prevention Department  
Statement Form**

I, Keeska Goode, Residing at, 33111 H Street

Telephone # [REDACTED] Social Security # [REDACTED]

Have been employed at FORMAN MILLS, INC., since 11-16-06 my  
current position is Customer Service

I make the following statement to Billy Williams / Daniel Garrett  
who identified himself / herself to me as a member of FORMAN MILLS  
security department.

The following statement is made of my own free will, under no threats or  
promises and to the best of my knowledge and belief:

This was a one time thing it only happened  
on time and they looking to make me  
out like am lying about anything  
else. Yes I know that two weeks  
ago one time this happened.  
And with the other problems I was just  
glad my lot I lost the company  
\$3300 but and is willing to report  
and am so so sorry. What what  
it did.

Keeska Goode

Date: 10-9-08 Time: 2:43

Person Making Statement (print)

Keeska Goode

Person Making Statement (signature)

[Signature]

Witness (signature)

**Distribution**

White Copy - Corporate  
LP - 06-102 (08/08/07)

Canary Copy - LP Manager

Pink Copy - Store Level

# EXHIBIT H





P.O. Box 49429  
Charlotte, NC 28277  
Tel 800-403-4750

Applicant report for: GOODMAN, VICTORIA INEZ



Wednesday, December 02, 2009

VICTORIA INEZ GOODMAN  
2552 NTH 9TH ST  
PHILADELPHIA, PA 19133

Dear VICTORIA INEZ GOODMAN

Information we received in a Consumer Report obtained by ChoicePoint Services Inc., may adversely affect your employment status with Rite Aid Corporation.

ChoicePoint Services Inc. will not participate in any employment decision at Rite Aid Corporation and will be unable to provide you with specific reasons as to why Rite Aid Corporation may choose to take an adverse employment action.

You have the right to obtain, free of charge, a copy of the Consumer Report from ChoicePoint Services Inc., and a complete report is enclosed with this letter. You further have the right to dispute with ChoicePoint Services Inc. the accuracy or completeness of any information contained in the Consumer Report. You may contact ChoicePoint Services Inc. at:

ChoicePoint Services Inc.  
Consumer Report  
P.O. Box 49429  
Charlotte, NC 28277  
Phone: 1-800-403-4750  
Fax: 1-800-256-5876

Sincerely,

Rite Aid Corporation

Enclosures: ChoicePoint Services Inc. background report  
Summary of Rights

**FAIR CREDIT REPORTING ACT NOTICE:** The information in this report is derived from research in accordance with the Fair Credit reporting Act (FCRA, 15 U.S.C. 1681 et seq., text in full at <http://www.ftc.gov>). ChoicePoint Inc. cannot act as guarantor of the information accuracy or completeness. Proper use of this report is governed by the FCRA and is the responsibility of the user.

\*All fully displayed personal identifiable information is customer-provided.

GOODMAN

# EXHIBIT I



P.O. Box 49429  
Charlotte, NC 28277  
Tel 800-403-4750

Applicant report for: GOODMAN, VICTORIA INEZ

Rite Aid  
Account #: 224245  
30 Hunter Ln.  
Camp Hill, PA 17011

Location: 03394  
End User: Rite Aid  
Division #: 00003  
Region #: 30061  
User Data  
Client Function:

INPUT SSN:  
Address: 2552 NTH 9TH ST  
PHILADELPHIA, PA, 19133  
Request ID: 386664\_41  
Date Entered: 11/18/2009 2:26:00 PM  
Date Completed: 11/19/2009 10:26:00 AM

Preliminary Adjudication: Non-Competitive  
Final Adjudication: NONE

Search Type	Preliminary Adjudication	Final Adjudication	Date Entered	Status
Felony Level	None	None	11/18/2009 2:26 PM	Duplicate/Cancel No Charge
Misdemeanor Level	None	None	11/18/2009 2:26 PM	Duplicate/Cancel No Charge
Esteem	Non-Competitive	None	11/18/2009 2:26 PM	Complete
LexisNexis National Criminal File	None	None	11/18/2009 2:26 PM	Duplicate/Cancel No Charge

FAIR CREDIT REPORTING ACT NOTICE: The information in this report is derived from research in accordance with the Fair Credit reporting Act (FCRA, 15 U.S.C. 1681 et seq., text in full at <http://www.ftc.gov>). ChoicePoint Inc. cannot act as guarantor of the information accuracy or completeness. Proper use of this report is governed by the FCRA and is the responsibility of the user.

\*All fully displayed personal identifiable information is customer-provided.

GOODMAN



P.O. Box 49429  
Charlotte, NC 28277  
Tel 800-403-4750

Applicant report for: GOODMAN, VICTORIA INEZ

INPUT SSN: INPUT DOB: INPUT License#:  
Felony Level Reference Number: 60918106

RESEARCH IN PROCESS  
Misdemeanor Level Reference Number: 60918107

RESEARCH IN PROCESS  
Esteem Reference Number: 60918108

-----BEGIN ESTEEM INCIDENT-----

Incident ID: 3230093

Subject Details:

SSN: 17056XXXX Match  
Subject Name: VICTORIA GOODMAN Match  
Subject Alias Name:  
Address: 2552 North 9th street  
City, State, Zip: Philadelphia, PA 19133  
Phone: (215) 229-8998  
ID Information: No ID was recorded  
Date of Birth: 5/4/XXXX

Theft Location Details:

Member: Dollar General  
Store name: Store #7879  
Location: 7879

Theft Incident Details:

Admission Status: Verified admission statement  
Legal Action:  
Incident: Internal  
Type of Offense: Theft of Merchandise  
Incident Date: 8/1/2006  
Theft Amount: \$100.00

-----END ESTEEM INCIDENT-----

LexisNexis National Reference Number: 60918105  
Criminal File

RESEARCH IN PROCESS

FAIR CREDIT REPORTING ACT NOTICE: The information in this report is derived from research in accordance with the Fair Credit reporting Act (FCRA, 15 U.S.C. 1681 et seq., text in full at <http://www.ftc.gov>). ChoicePoint Inc. cannot act as guarantor of the information accuracy or completeness. Proper use of this report is governed by the FCRA and is the responsibility of the user.

\*All fully displayed personal identifiable information is customer-provided.

GOODMAN

# EXHIBIT J



P.O. Box 49429  
Charlotte, NC 28277  
Tel 800-403-4750

Applicant report for: GOODMAN, VICTORIA INEZ



Monday, December 07, 2009

VICTORIA INEZ GOODMAN  
2552 NTH 9TH ST  
PHILADELPHIA, PA 19133

Dear VICTORIA INEZ GOODMAN

Thank you for your interest in Rite Aid Corporation.

Unfortunately, we will not be able to offer you employment at this time. Our decision was based in whole or in part on information about you contained in a consumer report received from ChoicePoint Services Inc. ChoicePoint Services Inc. did not in any way participate in the decision to deny your employment and cannot give you specific reasons why your employment was denied.

You have the right to get a free copy of the consumer report if you request it from ChoicePoint Services Inc. within 60 days of your receipt of this letter. (Please note that we sent you a copy of this report with our earlier letter.) You also have the right to dispute the completeness or accuracy of any information contained in the report by contacting ChoicePoint Services Inc. directly.

You may contact ChoicePoint Services Inc. at:

ChoicePoint Services Inc.  
Consumer Report  
P.O. Box 49429  
Charlotte, NC 28277  
Phone: 1-800-403-4750  
Fax: 1-800-256-5876

We wish you the best of luck in your job search. Again, thank you for your interest in Rite Aid Corporation.

Very truly yours,

Rite Aid Corporation

Enclosures: ChoicePoint Services Inc. Background Report  
Summary of Rights

**FAIR CREDIT REPORTING ACT NOTICE:** The information in this report is derived from research in accordance with the Fair Credit reporting Act (FCRA, 15 U.S.C. 1681 et seq., text in full at <http://www.ftc.gov>). ChoicePoint Inc. cannot act as guarantor of the information accuracy or completeness. Proper use of this report is governed by the FCRA and is the responsibility of the user.

\*All fully displayed personal identifiable information is customer-provided.

GOODMAN

# EXHIBIT K

Dear Lexis Nexis

I M Victoria Writing this statement to dispute the information on my Esteem Background Report. The reporting facts from Choice Point is not accurate correct. my former employee presented choice point information leading from internet theft. I was never presented any forms to sign nor did I sign any written admission statements or wrote any letter to loss prevention prior to the report I was discharge from my present employee. I was promoted to supervisor had to do another report I was discharge prior from the Esteem report. I received a copy of the report and found that the information / facts weren't correct. I investigate calling both employee's by letting them know that the info was not right. My former employee loss prevention kept giving me the runarounds I kept telling them they was confuse me w/ someone else my facts on the report states that the incident



occur on 8-1-06 I WASN'T WITH THE  
 COMPANY IN AUG 06 I LEFT THE  
 COMPANY IN 8-06 I EVER RECEIVED  
 UNEMPLOYMENT ON 6-06 MY PERSONAL  
 INFORMATION ISN'T ACCURATE LIKE DOB  
 REPORTS STATES 5-4-XXXX MY DOB ARE  
 10-1-XXXX WHEN I SPoke to LOSS PREVENTION  
 FROM FORMER EMPLOYEE I TOLD THEM  
 AND ASK THEM TO PRESENT ME ALL PROOF  
 AS OF WHY I WAS IN THE REPORT IN THE FIRST  
 PLACE. LIKE I WASN'T THERE IN AUG THE  
 LOSS PREVENTION KEPT SAYING THEY HAVE  
 A LETTER THAT I WROTE & SIGN I JUST WANT A  
 COPY OF IT AND THE INFORMATION WASN'T RIGHT  
 SO I AM TRY COMMUNITY LEGAL SERVICE TO  
 BELIEVE THEM THAT THEY CONFUSING ME  
 WITH SOMEONE ELSE. BECAUSE I WASN'T  
 WITH THE COMPANY IN AUG AND I DIDN'T  
 DO ANY KIND OF THAT FROM BOTH EMPLOYEES  
 THE INFORMATION IN THE REPORT WAS  
 CORRECT AND IM DISPUTING MY ESTEEM  
 BACKGROUND REPORT.

THANK YOU  
 Leticia Gonzalez 4/1/10  
 REF 60918708

Tel : 800-403-4750

FAX : 866-294-6971

# EXHIBIT L

Consumer Print Center  
P.O. Box 105179  
Bldg. 2  
Atlanta, GA 30348-5179



12/22/2009

VICTORIA GOODMAN  
2552 NTH 9TH ST  
PHILADELPHIA, PA 19133

Dear VICTORIA GOODMAN,

You recently disputed information contained in a background report produced by LexisNexis for an employment or volunteer purpose. We have completed our reinvestigation of the disputed information and have verified that the original information provided on the background report was reported accurately. Therefore, no change has been made to the background report originally produced.

A copy of the report reflecting the current information is enclosed for your records.

Upon your request, LexisNexis will provide you with a description of the procedure used to reinvestigate the disputed information, including the name, address and telephone number to the extent such information is available, of any relevant furnisher(s) of information.

You have a right to add a statement to your file disputing the accuracy or completeness of the information. This statement will be included in future reports if the disputed information is contained therein.

At your request, LexisNexis will notify anyone you specify who received your background report containing the disputed information during the past two years that the information was disputed. LexisNexis will furnish them a copy of your background report showing your statement disputing the accuracy or completeness of the information.

If you have any additional questions regarding this matter, please call our Consumer Center at 866-688-4864 or contact us in writing at:

LexisNexis Consumer Center -- Employment  
P.O. Box 105108  
Atlanta, GA 30348

Thank you for giving us the opportunity to assist you.

Sincerely,

LexisNexis Consumer Center

NOTE: Phone calls to the LexisNexis Consumer Center may be monitored for quality assurance.

LexisNexis and the Knowledge Burst logo are registered trademarks of Reed Elsevier Properties Inc., used under license. Other products and services may be trademarks or registered trademarks of their respective companies. Copyright 2009 LexisNexis Risk & Information Analytics Group Inc. All rights reserved.

# EXHIBIT M



COMMUNITY LEGAL SERVICES  
OF PHILADELPHIA

April 21, 2010

LexisNexis Consumer Center – Employment  
P.O. Box 105108  
Atlanta, GA 30348

Re: Victoria Goodman

To the LexisNexis Consumer Center:

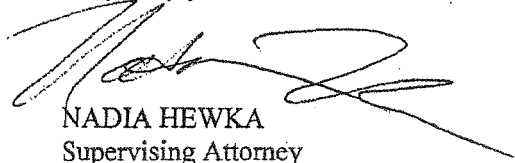
I am writing regarding the report you are maintaining regarding my client, Victoria Goodman. Ms. Goodman disputed the information you are maintaining in your Esteem database in December 2009 and maintains that she never signed any such statement. You should be aware that Ms. Goodman lost her position with Rite Aid in Philadelphia after Rite Aid received a negative Esteem report.

You responded to Ms. Goodman with a 12/22/09 letter, attached hereto, maintaining that your report was accurate. Kindly provide me with a complete description of the procedure you used to reinvestigate the disputed information. In addition, kindly provide me with a copy of the original verified admission statement received from Dollar General which caused her to be placed on the registry.

Ms. Goodman submitted a handwritten statement disputing the information being maintained against her on your Esteem database. Kindly provide me with proof that her statement has been added to your Esteem database and proof that her dispute statement has been provided to her employer, Rite Aid.

Please feel free to contact me at 215-981-3793.

Very truly yours,



NADIA HEWKA  
Supervising Attorney

Encl

cc: Victoria Goodman

# EXHIBIT N

14/11/2008 10:11 FAX 10119800011

D-11-00011

000000

Case 2:11-cv-02950-JD Document 9-2 Filed 07/25/11 Page 2 of 2

STATEMENT of Victoria Goodman

STATE

#7879

Rising Sun

I Victoria Goodman Age 32, SSA  
 who resides at 2552 North 9th Street,  
 Philadelphia, PA 19133, with a date of birth  
 8/2/77, Phone #.

While working in Dollar General Store #  
 7879 Rising Sun, Philadelphia I attempted  
 to leave the store with (1) Fan \$12.00 and  
 (2) bottles of soda \$2.00. I was asked to  
 show the receipt but the merchandise  
 was never rung up. The manager did not  
 let the merchandise leave the store.  
 I agree that I did not pay for the  
 merchandise when it was going to leave  
 the building. The rest of merchandise received  
 Totals \$86.00 for a total of \$100.20

I really thought I bought the Fan  
 camera to find out later on I forgot  
 to pay if it and I didn't wanted  
 to leave the store up it.

*[Signature]*  
 8/1/06

*[Signature]*  
 8/1/06